

Sealed Bid Auction
U.S. Government Property

DIAMOND SHOALS LIGHT TOWER
Sealed Bid Auction
Approximately 13 Miles Offshore of Cape Hatteras, NC
4-X-NC-0751



4-X-NC-0751
May 24, 2012

U.S. General Services Administration
Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY
DIAMOND SHOALS LIGHT TOWER
4-X-NC-0751
SEALED BID SALE

This Diamond Shoals Light Tower is located approximately 13 miles offshore of Cape Hatteras, North Carolina.

AUCTION SUMMARY

Sale Type: **Sealed Bid Sale**

Bid Opening Date and Time:
May 24, 2012 at 2:00 PM (EDT)

Bid Deposit: 20% of the bid amount, in the form of a certified or cashier's check or postal money order payable to the U.S. General Services Administration.

Terms: All cash, as is. Balance due in thirty (30) days after bid acceptance.

PROPERTY DISPOSAL WEB PAGE:

<https://propertydisposal.gsa.gov>

Click on **North Carolina** to view and download property sales information.

INSPECTION OPPORTUNITIES:

An Inspection Report dated January 2010 is available at <https://propertydisposal.gsa.gov>.

The report also includes structural drawing. The estimate included in the report was prepared for the Coast Guard use only and should not be relied upon for other purposes.

Also included at <https://propertydisposal.gsa.gov> is a video of the tower. The video was prepared on the day of the inspection.

SALES INFORMATION:

Louis Mancuso, Project Manager
Phone: (404) 331-9451
E-mail: Louis.Mancuso@gsa.gov

SUBMIT SEALED BIDS TO:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (4PZ)
77 Forsyth Street SE, Suite 130
Atlanta, GA 30303-3427

BID ENVELOPE: The name and address of the bidder must be shown in the upper left corner of the bid envelope. The invitation number 4-X-NC-0751, the date and hour of the bid opening, and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope.

TABLE OF CONTENTS

Property Description & Location	Page 03
Definitions	Page 04
General Terms of Sale	Page 05
Instructions to Bidders	Page 07
Special Terms of Sale	Page 09
Notices and Covenants	Page 10
Certificate of Corporation	Page 11
Bid Form for Purchase	Page 12
Elevation Drawing	Page 13
Inspection Photos	Page 14

**IF THE BIDDER IS SENDING A CERTIFIED OR CASHIERS CHECK, THE BIDDER IS
ENCOURAGED TO SEND IT VIA A DELIVERY SERVICE,
SUCH AS UPS, FEDEX, ETC.**

PROPERTY DESCRIPTION & LOCATION

PROPERTY LOCATION

Diamond Shoals Light Tower is located approximately 13 miles southeast of Cape Hatteras, North Carolina. The coordinates of the property are: 35°9'12"N 75°17'48"W.

PROPERTY DESCRIPTION

The light tower is a steel oil drilling platform, known as a "Texas Tower" on top of four steel legs that have been modified to be used as a lighthouse. The platform consists of two floors. The subfloor is a living area of approximately 5,000 square ft. that includes five bedrooms, kitchen, office, storage area, recreation area and toilet facilities.

CURRENT CONDITIONS

The light tower is potentially available by helicopter and boat. However, the platform in its current condition cannot support a helicopter landing and the ladder to the light tower has been destroyed. As a result, it will not be possible for potential purchasers to inspect the tower.

UTILITIES

No public utilities are available.

AID TO NAVIGATION

The tower no longer serves as an aid to navigation.

SPECIAL CONDITION

The purchase of the light tower does not include submerged land. The property will be sold as is and where is. With regard to occupancy, the tower is subject to Federal and State control and requirements for submerged land and improvements thereon.

ENVIRONMENTAL INFORMATION

Due to the age of the structure, lead-based paint and asbestos may be present.

BRIEF HISTORY OF THE TOWER

The light tower was built in Louisiana and brought by barge to Diamond Shoals in 1966. Prior to the light tower, light ships had marked the shoals for approximately 100 years.

SATELLITE VIEW



Diamond Shoals Light Tower Location

DEFINITIONS:

AS-IS

The term “As-Is” means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property “with all faults,” whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

BIDDER(S)

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with “you.”

GENERAL SERVICES ADMINISTRATION

The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration, a Federal agency.

GOVERNMENT

The term “Government” as used herein refers to the United States of America, and is used interchangeably with “Seller” and “Grantor.”

HIGH BIDDER

The term “High Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

INVITATION FOR BIDS

The term “Invitation for Bids” (“IFB”) refers to this document and the following items that are attached hereto and incorporated herein: The Property Description; General Terms of Sale; Instructions to Bidders; Special Terms of Sale; Notices and Covenants and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the auction, those addenda and amendments shall be part of the IFB.

PROPERTY

The term “Property” refers to the property or properties described in the Property Description of this IFB.

PURCHASER

The term “Purchaser” refers to the bidder whose bid the Government accepts, and is used interchangeably with “Buyer” and “Grantee.”

WHERE-IS

The term “Where-Is” means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

PHOTOS FROM
JANUARY 2010
INSPECTION
REPORT



Generator Room



Recreation Room

GENERAL TERMS OF SALE:

1) DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

2) INSPECTION

An Inspection Report dated January 2010 is available at <https://propertydisposal.gsa.gov>. The inspection report also includes structural drawings. The estimate included in the Inspection Report was prepared for the U.S. Coast Guard use only. The estimate should not be relied upon for other purposes. Also included at <https://propertydisposal.gsa.gov> is a video of the tower. This will provide additional information concerning the condition of the tower. The video was also prepared on the day of the inspection.

If there are any questions or concerns please contact Louis Mancuso, Project Manager, at (404) 331-9451 or by email at louis.mancuso@gsa.gov.

3) CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

4) CONDITION OF PROPERTY

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, express or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

5) RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

6) TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

7) REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

8) GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

9) TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.



10) TITLE

If a bid for the purchase of the Property is accepted, a bill of sale in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

11) EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights -of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

12) COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

13) TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale is thirty (30) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.

On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government and have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time.

14) DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$150.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is

caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

15) CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded bill of sale shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, Suite 130
Atlanta, GA 30303
Attn: Lou Mancuso

16) OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.



INSTRUCTIONS TO BIDDERS:

1) BID FORM

Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn by telegram prior to the time fixed in this Invitation for Bids for the opening of bids.

Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.

In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.

2) BID ENVELOPES

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. **The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number of 4-X-NC-0751, the date and hour of bid opening and the phrase “*Bid for Real Property*” must be shown in the lower left corner of the envelope.** No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

3) LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS

a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:

- (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g. a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or
- (2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

b. Any modification or withdrawal of a bid is subject to the same conditions as in a. above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

c. The only acceptable evidence to establish:

- (1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the US Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term “postmark” means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service).

- (2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

d. Notwithstanding a and b of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

4) BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

5) BID DEPOSIT

Each bid must be accompanied by a bid deposit of not less than the amount required by this Invitation for Bids, in the form of a certified check, cashier's check, or postal money order payable to the order of: “General Services Administration.” Failure to provide the bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. After the award, action will be taken within five (5) working days to return all bid deposits with the exception of the deposit from the high bidder and the second-highest bidder.



Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund.

6) ADDITIONAL INFORMATION

The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

7) BIDS TO BE OPENED AT SPECIFIC TIME

It shall be the duty of each bidder to see that his bid is delivered within the time and at the place prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided under 3 above. After the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

8) WAIVER OF INFORMALITIES AND IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

9) ACCEPTABLE BID

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

10) NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.



SPECIAL TERMS OF SALE:

1) METHOD OF PAYMENT-BID DEPOSIT

Paragraph 5 of Instructions to Bidders requires a bid deposit to accompany each bid. **The amount of such bid deposit must be at least twenty percent (20%) of the amount of the bid. Such bid deposit must be in the form of United States Currency, United States Postal Service money order, cashier's check, certified check or money order** issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of "General Services Administration." Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.

2) METHOD OF PAYMENT-BALANCE OF PURCHASE PRICE AND SPECIAL DEPOSIT

The balance of the purchase price shall be payable in full within 30 days of bid acceptance. Wire transfer of funds shall effect payment of the balance of the purchase price. Such wire transfer shall be initiated by the bidder by having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to the purchaser upon acceptance by the Government of such bid.

3) METHOD OF AWARD

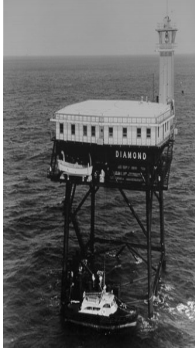
A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids. The Government reserves the right to reject any and all bids at any time for any reason. The Successful High Bidder will be notified by letter, or as otherwise specified herein, that award has been made on the property's bid.

4) BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as successful bidder. If the High Bidder is unable to consummate the transaction, the Backup Bidder's deposit may be retained, without interest, until the High Bidder consummates the transaction. Subsequently the bid deposit of the Backup Bidder will be returned in accordance with the bid deposit return information found in paragraph 5) Bid Deposit in Instructions to Bidders. In the event that the Government is unable to consummate the transaction with the high bidder or Backup Bidder, the Government reserves the right to consider remaining bid(s) and make an award that is in the best interest of the Government.

5) SECTION 10 PERMIT

A Section 10 Permit is required for any modification to the light tower. Section 10 is a provision of the River and Harbor Act created to protect the navigational waterways of the United States. The permit program is administered by the U.S. Army Corps of Engineers, having jurisdiction over the location of proposed activities. A review is completed to determine if these activities will threaten navigational waterways. A blank copy of the permit form is available at <https://propertydisposal.gsa.gov>.



The following Notice and Covenants will be inserted in the Quitclaim Deed.

1) ASBESTOS

The Purchaser is warned that the property offered for sale may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the properties do or do not contain asbestos or are or are not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender. The description of the property set forth in the Invitation for Bids (Offer To Purchase) and any other information provided therein with respect to said property is based on the best information available to GSA Property Disposal Division and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or directions, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individuals(s) injured.

The Purchaser further agrees that in its use and occupancy of the property, it will comply with all federal, state, and local laws relating to asbestos.

2) LEAD-BASED PAINT NOTICE OF LEAD-BASED PAINT FOR NONRESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978

Every Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.



CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bid Form for Purchase of Government Real Property
See Page 07, Paragraph 04, Bid Executed on Behalf of Bidder for instructions)

Diamond Shoals Light Tower Sealed Bid Auction 4-X-NC-0751

For Use with Bidder Registration for Purchase of Government Real Property

(To be completed by corporate official other than the corporate officer designated to bid)

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within

the scope of its Corporate/Organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY
(To be executed and submitted in duplicate)

Diamond Shoals Light Tower
Sealed Bid Auction
4-X-NC-0751

TO: GENERAL SERVICES ADMINISTRATION
REAL PROPERTY UTILIZATION & DISPOSAL DIVISION (4PZ)

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders, (3) the General Terms of Sale; (4) the Special Terms of Sale; (5) the Notices and Covenants; and (6) the Certificate of Corporate Bidder (if applicable), all of which are incorporated as a part of this bid, the undersigned bidder hereby offers and agrees; if this bid be accepted within 90 calendar days after date of bid opening, to purchase the property described in the Schedule portion of this Invitation, and for which bid price is entered below.

DESCRIPTION	BID AMOUNT	BID DEPOSIT
	\$	\$

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s):

BIDDER REPRESENTS: (check appropriate space)

That he/she operates as:

_____ An individual
_____ A partnership consisting _____
_____ A limited liability partnership consisting of _____
_____ A corporation, incorporated in the State of _____
_____ A limited liability company (LLC) registered with the state of _____
_____ A trustee, acting for _____

NAME AND ADDRESS OF BIDDER (type or print)

Name

Street

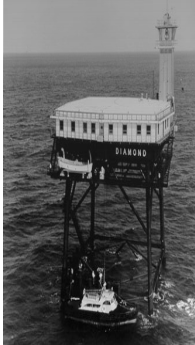
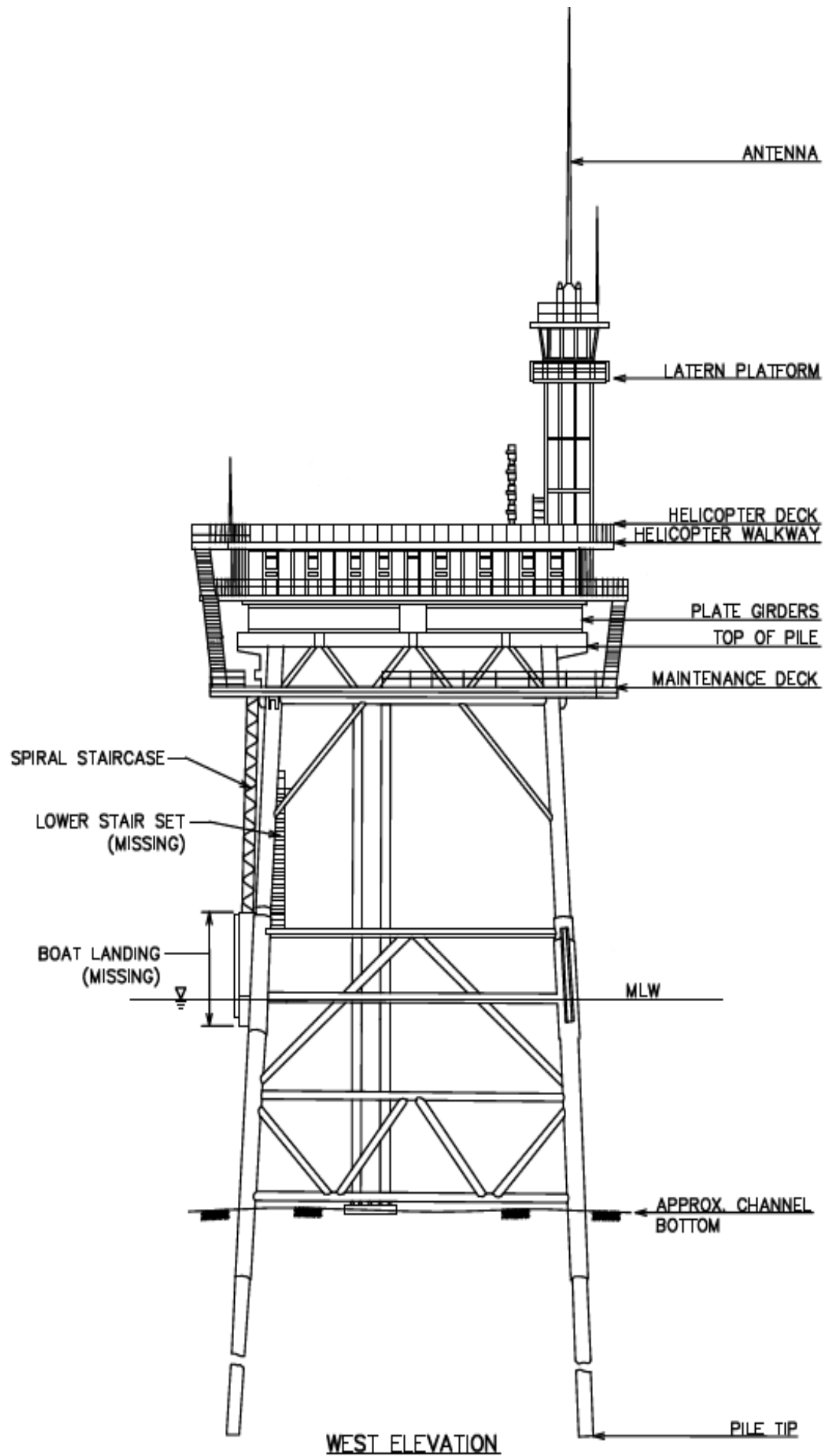
City State Zip Code

Telephone Number

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID _____

SIGNER'S NAME AND TITLE (type or print) _____

The Government reserves the right to reject any and all bids





Framing Members of Maintenance Deck



**Deck Support Member for the Machinery
and Quarters Deck**



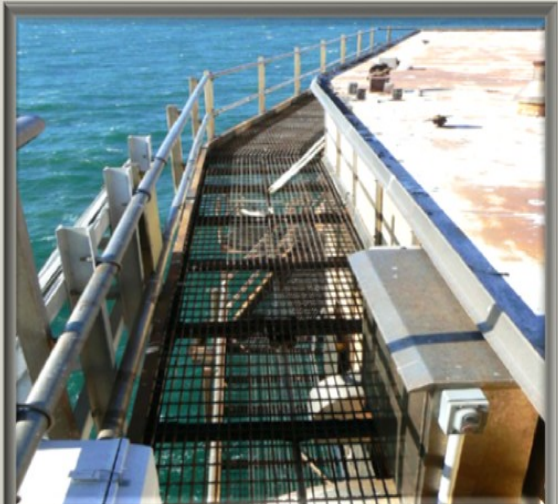
Floor-Level View of the Helicopter Deck



Cantilevered Walkway Platform



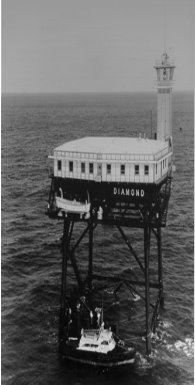
**Deteriorated or Missing Grating and
Above Water Pile Condition**



Helicopter Deck Walkway



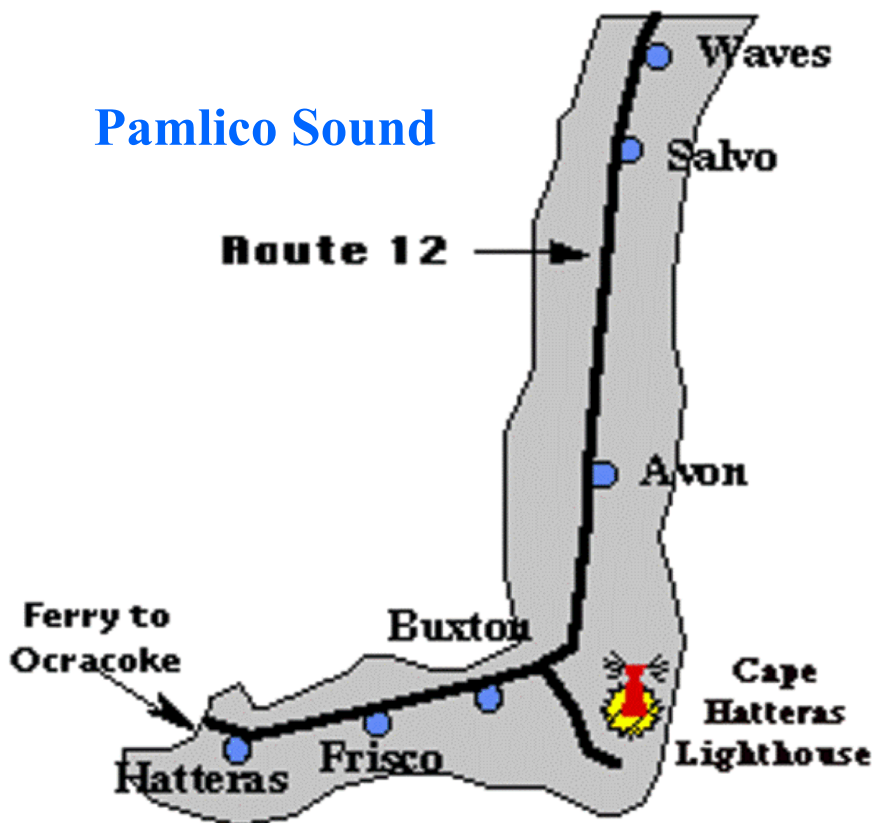
NOTES





U.S. General Services Administration

Sealed Bid Opening Date: May 24, 2012 at 2:00 PM (EDT)



Atlantic Ocean

**Diamond Shoals
Light Tower**



Graphics by Campbell Price©

For additional information please call Louis Mancuso at 404-331-9451 or email at louis.mancuso@gsa.gov

For information and pictures, please visit the Real Estate Sales website on the internet at <https://propertydisposal.gsa.gov>.

Persons with disabilities may request materials in alternative formats.

Follow us on Twitter!
[r4.realproperty@gsa.gov](https://twitter.com/r4.realproperty@gsa.gov)

